

Al J. Levron
501 Luke St.
Houma, LA. 70363
3/29/16

2016 APR - 1 AM 9:41



Kathleen Allen, Administrator
Louisiana Board of Ethics
P.O. Box 4368
Baton Rouge, LA 70821

RE: Request for Advisory Opinion

Dear Ms. Allen:

Please place the following opinion request before the ethics board for consideration and response at their next available meeting:

Is there any potential ethics violation for the Parish Manager of Terrebonne Parish Consolidated Government (TPCG) associated with a company owned by his son contracting with a non-profit carnival organization to provide event production services at an event the carnival club holds at the Houma-Terrebonne Civic Center pursuant to standard rental agreement with the Civic Center- a facility owned by TPCG? Son's company, has no contract with the civic center but the production work takes place at the civic center.

I currently serve in the appointed position of Parish Manager for Terrebonne Parish Consolidated Government. One of the parish departments under my supervision is the Civic Center Department, which operates the Houma Terrebonne Civic Center. Annually, the civic center rents the use of the building to non-profit carnival organizations pursuant to a standard form rental agreement, enclosed.

My son, Michael A. Levron is the owner of Ekim Norvel LLC, dba Michael Levron Productions (Ekim), which is interesting in contracting directly with the carnival clubs to provide event production services, including furnishing sound, lighting, staging, and theatrical props, in conjunction with the production of carnival tableaux. There would be no contractual relationship between the Civic Center and Ekim.

Please contact me should you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink that reads "Al J. Levron".

Enclosure

HOUMA-TERREBONNE CIVIC CENTER
AUTHORIZED USER CONTRACT AGREEMENT
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9. RENTAL OPERATIONS MANUAL:

- A. All of the terms and provisions contained in the "Rental Operations Manual" and Applicable Addendums as specified below for the Houma-Terrebonne Civic Center are applicable to this Authorized User Agreement and are made a part hereof as though printed in their entirety.
- B. USER has received a copy of the following documents and agrees to abide by said "Rental Operations Manual" and said Addendum contents and any modifications of said Document upon written receipt of written notification of such modifications. Pertaining to and included as a part of this contract are the following:
1. Rental Operations Manual (available upon request)
 2. Rental Rate Terms and Conditions (available upon request)

- C. The parties hereto agree that the terms and conditions of this USER Agreement set forth the entire agreement of the Parties hereto and cannot be changed or modified except by an instrument signed by the parties sought to be bound. This shall not limit the Houma-Terrebonne Civic Center from imposing any reasonable additional policies or rules and regulations, which may be necessary in the best interest for the operation of the facility.

10. RETENTION OF LOST ARTICLES:

- A. The Houma-Terrebonne Civic Center shall have the sole right to collect and shall have custody of articles left, lost or checked in the Premises by persons attending any performances, exhibitions or entertainment given or held in the Premises.

11. RELEASE:

- A. To the extent provided by law, USER, in using the Premises and other facilities of the Houma-Terrebonne Civic Center and equipment therein, whether such equipment is specifically described or not, does so at its own risk. Terrebonne Parish Consolidated Government shall not be liable for any damages to property or damages arising from personal injuries sustained by USER or any of its agents, contractors, employees, patrons, performers, or guests, in or about the Premises, or any portion thereof, or any other portion of the Houma-Terrebonne Civic Center, including the Houma-Terrebonne Civic Center building, parking area, and walkways. USER assumes full responsibility for any property damage or injury which may occur to USER, its agents, contractors, employees, patrons, performers or guests in or about the Premises or other portions of the Houma-Terrebonne Civic Center, and USER does hereby fully and forever, on its own behalf as well as on behalf of its agents, release and discharge the Terrebonne Parish Consolidated Government including all Councils, departments, agencies, boards and commissions, their officers, agents, servants and employees, including volunteers, in both their individual and official capacities from any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the Permitted Uses or other use of the Premises or any other portion of the Houma-Terrebonne Civic Center building, parking area, and walkways and any equipment thereof or contained therein, whether specifically described in this agreement or not.

12. BOX OFFICE/TICKETS/CAPACITY:

- A. Houma-Terrebonne Civic Center shall have complete and sole supervision of the sale and collection of all tickets and at such places as Houma-Terrebonne Civic Center, in its sole discretion, deems is necessary and expedient, unless otherwise provided in the following space.

N/A

In the event provision is made in the space above for sale of any tickets by USER, the allocation of such tickets shall be made by Houma-Terrebonne Civic Center and arrangements satisfactory to Houma-Terrebonne Civic Center shall be made for the proceeds from the sale of such tickets to be turned over to the Houma-Terrebonne Civic Center together with an accurate statement of account of the sales.

- B. Houma-Terrebonne Civic Center shall have complete custody and control of all moneys received from the sale of tickets, wherever sold and admission fees wherever received. All such funds shall be rightful property of Houma-Terrebonne Civic Center, the purpose of applying same in accordance with the terms and conditions of the agreement toward payment of any balances for rent and/or otherwise due or to become due to Houma-Terrebonne Civic Center for any purpose whatsoever.
- Houma-Terrebonne Civic Center reserves the right to collect a one (1) dollar per ticket Facility Maintenance Fee, payable by the ticket buyer through the Ticketmaster Computerized Ticketing System.
- C. Houma-Terrebonne Civic Center Box Office will exert every caution against bad checks from customers and will make every effort to collect such, but ultimate responsibility is that of the USER.
- D. The USER shall arrange for and pay for printing of tickets, the form and contents of which shall in any event be subject to written approval by Houma-Terrebonne Civic Center. All tickets shall be numbered consecutively.
- E. The tickets for admission shall be scaled as follows:

N/A

- F. Three percent (3%) of Gross is to be paid to Houma-Terrebonne Civic Center for Ticketmaster Box Office Service.
- G. Discounted tickets must be approved in writing by Houma-Terrebonne Civic Center. Any tickets used for payment of advertising are subject to normal percentage of gross charges.
- H. No tickets may be ordered for any event until a signed USER Agreement, with any required deposits, has been received by Director.
- I. The Box Office may order and will take charge of all tickets for all events under Houma-Terrebonne Civic Center control.
- J. Any change in the "scaling" of the house must be approved by Houma-Terrebonne Civic Center.
- K. No moneys will be released from the Box Office until after the conclusion and settlement of the performance.
- L. All unsold tickets remain with Houma-Terrebonne Civic Center.
- M. USER shall not permit the sale or distribution of tickets or passes in excess of the seating capacity of the premises, nor admit a larger number of persons than can safely or freely move about therein.

13. TAXES

- A. User hereby acknowledges that Houma-Terrebonne Civic Center requires full compliance of all Federal, State and Local statutes and regulations as they may pertain to any and all activities conducted within these facilities. This compliance includes sales activities and the mandated collection and remittance of all appropriate State and Local Sales Taxes.

14. WAGES:

- A. USER agrees to pay or cause to be paid the prevailing wage to all persons employed by or for the benefit of USER. Such pay shall include any applicable overtime or holiday wage rate.

15. PAYMENT TO CONTRACTORS AND CONCESSIONS:

- A. All charges for contractual labor, service connections, and other accounts payable to independent contractors must be paid in full upon presentation of invoice unless other arrangements for payment are specifically authorized by the contractor.

16. NON-DISCRIMINATION:

- A. The USER shall not discriminate against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion, or national origin.

17. LEGAL RECOURSE:

- A. In the event USER violates any of the terms or conditions of the Use permit, the Houma-Terrebonne Civic Center shall have, in addition to any other legal recourse, the right to terminate this Use permit and obtain possession of the entire facility, and to remove and exclude the USER without service of notice and without any legal liability on its part.

18. COMPLIANCE WITH LAW:

- A. USER, at its sole cost and expense, shall comply and secure compliance with requirements, and shall faithfully observe and secure observance in the use of the premises of all municipal ordinances and State and Federal Statutes now in force or which may hereafter be in force.

19. SUBLETTING AND ASSIGNMENT:

- A. USER shall not sublet the premises, nor assign, hypothecate or mortgage this Use Permit or any of his right hereunder, without the prior written consent of the Houma-Terrebonne Civic Center.

20. LIENS AND ATTORNEY FEES:

- A. USER agrees to pay promptly the costs, expenses, and other charges incidental to the use and occupation of the facilities authorized herein and to hold Terrebonne Parish Consolidated Government harmless from, and to indemnify it against, any such expenses and charges and from all claims, demands, and liens of whatever character arising by reason of contract, expressed or implied, or negligence, or any part of any other act of omission on the part of any person other than Terrebonne Parish Consolidated Government. USER agrees that in the event the Terrebonne Parish Consolidated Government retains an attorney to pursue collection of any sums due to it by USER in connection with this Authorized User Contract Agreement and its ancillary documents, USER will be liable for all reasonable attorney's fees incurred by the Terrebonne Parish Consolidated Government, plus legal interest and court costs accruing from the date of judicial demand until paid, and any and all expenses incurred in connection therewith.